

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

COMBINED SELECTION GROUP, LTD.)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
IFS NORTH AMERICA, INC.,)	
)	
Defendant.)	

**COMPLAINT
FOR BREACH OF CONTRACT**

Now comes the plaintiff, Combined Selection Group, Ltd., by and through its attorneys, McFadden & Dillon, P.C., and complains against the defendant, IFS North America, Inc. In support thereof, Plaintiff alleges as follows:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2) because the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs, and is between a citizen of a foreign state and a citizen of a State.

2. This Court has personal jurisdiction over the defendant pursuant to 735 ILCS 5/2-209(a)(1), (a)(7), and (b)(4).

3. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(1) because the Defendant's principal place of business is located in this district.

THE PARTIES AND FACTUAL BACKGROUND

4. The plaintiff, Combined Selection Group LTD. (“Plaintiff”), is a corporation organized in the United Kingdom, and its principal place of business is located in Leeds, England.

5. Defendant IFS North America, Inc. (“Defendant”) is a Wisconsin corporation, and its principal place of business is located in Itasca, Illinois.

6. Plaintiff is an executive search firm with a worldwide clientele.

7. At various times in 2018 and 2019, Astea International Inc. (“Astea”) and Defendant retained Plaintiff and requested that it conduct an executive search to fill several different positions, including Senior Director of Technology Services, Regional Sales Manager, and Regional Account Manager.

8. In each case, Astea or Defendant either hired a candidate put forth by Plaintiff or cancelled the search under circumstances that entitled Plaintiff to a fee pursuant to Plaintiff’s standard terms and conditions.

9. In or about December 2019, upon information and belief, Astea was acquired by Defendant.

10. The fees owed by Defendant for Plaintiff’s services to Defendant and Astea are £47,000.00 plus \$49,000.00.

11. Such amounts have been invoiced to Defendant, but payment has been refused.

COUNT I
Breach of Contract

12. Plaintiff realleges and incorporates by reference paragraphs 1-11, above, as if fully set forth herein as paragraph 12 of Count I.

13. Defendant's refusal to pay amounts duly invoiced and demanded by Plaintiff constitutes a breach of its contract with Plaintiff.

WHEREFORE, the plaintiff, Combined Selection Group, Ltd., respectfully requests that this Honorable Court (i) enter judgment in its favor and against IFS North America, Inc., on this Count I in the amount of \$113,789.76; (ii) award Plaintiff the costs and expenses as permitted by statute; and (iii) grant such further relief as the Court may deem just and proper.

Respectfully submitted,

/s/ Kyle T. Dillon

One of the attorneys for the plaintiff,
Combined Selection Group, Ltd.

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